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Plaintiff MADALUXE GROUP, LLC ("Plaintiff" or "Madaluxe"), by and through its attorneys, brings this action and alleges against Defendant DAHLEN KOK HAN WEE ("Defendant" or "Wee"), as follows:

NATURE OF THE ACTION

1. This is an action for a declaratory judgment relating to claims of copyright infringement and breach of contract made by Defendant.

JURISDICTION AND VENUE

- 2. This action arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*, and under the copyright laws of the United States, Title 17 of the United States Code.
- 3. This Court has subject matter jurisdiction over the claims alleged in this action pursuant to 28 U.S.C. §§ 1331 and 1332 *seq.*, and under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.
- 4. Defendant is subject to personal jurisdiction in this Court at least because she engaged in actions in this District that form the basis of Plaintiff's claims against Defendant and that have created a real, live, immediate and justiciable case or controversy between Plaintiff and Defendant.
- 5. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because this is the judicial district in which a substantial part of the events giving rise to the claim alleged in this Complaint occurred.
- 6. For these reasons and the reasons set forth below, a justiciable controversy exists between the parties which is of sufficient immediacy and reality to warrant declaratory relief.

THE PARTIES

7. Plaintiff is a California limited liability company with a principal place of business located Seal Beach, California.

8. Plaintiff is informed and believes, and on that basis alleges, that Defendant is an individual residing at 22 Fayette Street #1R, Brooklyn, New York 11206.

FACTS

- 9. This action concerns an agreement entered into between the parties, which was executed in November 2021 ("Agreement") and two photoshoots, occurring on separate days, in California in 2022.
- 10. On September 14, 2022 Defendant sent Plaintiff an email to address alleged billing issues relating to alleged additional payments due for creative direction, copyright infringement, and a second photo shoot.
- 11. On September 26, 2022 Plaintiff responded by advising that Defendant was not a creative director on the project, there was no copyright infringement and that the requisite photoshoots had been completed.
- 12. On September 26, 2022 Defendant responded alleging that items were improperly used on a mood board and photo/film short, her work was copied by Plaintiff's in-house photographer, and another photoshoot was required, based on the terms of the Agreement.
- 13. On October 5, 2022 Plaintiff responded that the creative direction project alleged was not one she was involved in, additional photographs taken by Plaintiff's in-house photographer did not infringe any of her alleged copyrights, and that all the photoshoots were completed and Defendant was paid-in-full for them.
- 14. On October 6, 2022, Defendant responded by reiterating her demands for compensation (which are in excess of \$75,000), including without limitation, claims for copyright infringement and breach of contract. Additionally, Defendant stated that if her demands were not satisfied "the other route will not be pleasant,

once I start the process, this time my lawyer will want to see it to the end, which is in federal court..."

COUNT I

Declaratory Judgment of No Copyright Infringement

- 15. Plaintiff repeats and incorporates by reference the above allegations set forth above, as though fully set forth herein.
- 16. Defendant has alleged in correspondence and otherwise that Plaintiff infringed upon her copyrights.
- 17. The subject photographs taken by or on behalf of Plaintiff do not infringe upon the copyrights, if any, of Defendant.
- 18. An actual and justiciable controversy has arisen and now exists between Plaintiff and Defendant concerning whether the subject works created by, or on behalf of, Plaintiff, infringe upon Defendant's alleged copyrights.
- 19. In light of the facts alleged herein and Defendant's allegations of infringement, together with Defendant's statements, the dispute between Plaintiff and Defendant is definite, immediate and substantial.
- 20. By this Complaint, Plaintiff seeks a declaratory judgment that it has not infringed upon the alleged copyrights of Defendant.
- 21. Plaintiff is entitled to a declaratory judgment of its rights in order to resolve the dispute existing between the parties and afford relief from the uncertainty and harm created by Defendant's past and future allegations.

COUNT II

Request for Declaratory Judgment of No Breach of Contract

22. Madaluxe incorporates and realleges each allegation contained in prior paragraphs of this Complaint, as though fully set forth herein.

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- 23. Defendant has alleged in correspondence and otherwise that Plaintiff is in breach of the Agreement for various reasons, including that Plaintiff misused her photographs, that she is entitled to additional payments, including in connection with an additional photoshoot.
- 24. Plaintiff has satisfied its obligations under the Agreement, including without limitation paying Defendant all she is owed pursuant to the Agreement and disputes that any additional payments are owed.
- 25. An actual and justiciable controversy has arisen and now exists between Plaintiff and Defendant concerning whether the Agreement was breached.
- 26. In light of the facts alleged herein and Defendant's allegations of breach of contract, together with Defendant's statements, the dispute between Plaintiff and Defendant is definite, immediate and substantial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter a final judgment in its favor and against Defendant as follows:

- 1. A declaratory judgment that Plaintiff has not infringed upon any of Defendant's alleged copyrights.
- 2. A declaratory judgment that Plaintiff has not breached the Agreement and does not owe Defendant any additional payments.
- 3. Award Plaintiff its costs and attorneys' fees, including without limitation, by finding this to be an exceptional case under 17 U.S.C. § 505; and ///

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